

**CALIFORNIA ENERGY COMMISSION**1516 NINTH STREET  
SACRAMENTO, CA 95814-5512**STATE OF CALIFORNIA  
CALIFORNIA ENERGY COMMISSION****Renewable Energy Consumer Education Program  
PROGRAM OPPORTUNITY NOTICE  
(Grant Solicitation)**

The California Energy Commission's Renewable Energy Consumer Education (RECE) Program continues to provide administration for marketing activities promoting renewable generation technologies in California. The program is allocating approximately \$500,000 through the Renewable Resource Trust Fund to award grants for projects and activities that promote renewable electricity and disseminate information on renewable technologies in California.

The purpose of this solicitation is to provide funding to qualified entities with eligible projects that aim to advance the growth of the renewable energy market in California. The goals of the RECE program are to raise consumer awareness of renewable energy options and their benefits, increase purchases of emerging renewable technologies, and leverage strategic alliances and partnerships with entities and organizations active in California's renewable energy market.

The Energy Commission invites you to contact us regarding this grant solicitation and the Renewable Energy Program. If you have access to the Internet, you may visit the Energy Commission's website page concerning "Request for Proposals/Qualifications, Funding Programs, Program Opportunity Notice and Commission Contracts Being Let" at [www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts). You can download the application package (including forms and terms and conditions) onto your computer from this website. You can also visit the Renewable Energy Program website page at [www.energy.ca.gov/renewables](http://www.energy.ca.gov/renewables) to obtain general information about our program.

If you would like a grant application package mailed to you, please contact Lynette Esternon at (916) 653-2728, (916) 653-2543 fax, e-mail [lesterno@energy.state.ca.us](mailto:lesterno@energy.state.ca.us) or send a request letter to the following address:

California Energy Commission  
Renewable Energy Program  
1516 Ninth Street, MS 45  
Sacramento, CA 95814-5512  
Attn: Lynette Esternon

The following information should help you decide if you wish to apply for funding from the RECE Program.

## **I. Applicant Eligibility**

- a) Non-profit entity whose mission or expertise is consistent with the goals and purpose of the RECE program.
- b) Individual, company or entity with marketing, public relations, consumer education, or public interest marketing experience.
- c) Public agency with experience or expertise in the topics described below.

## **II. Eligible Projects**

Projects receiving funding must provide information to California's consumers about renewable energy technologies or otherwise assist the delivery of products and services to consumers under one or both of the following eligible topics:

- a) The production, purchase, and installation at customer sites of emerging renewable generation technologies.
- b) The environmental, local economic, reliability, diversity and other benefits of renewable electricity in California.

## **III. Project Category**

Applicant must specify the project category under which funding is sought. A project must be categorized under one of the following:

- a) School outreach (i.e., K-12, Colleges and Universities)
- b) New Construction outreach (i.e., architects, contractors, builders, developers, engineers, designers, building owners and managers)
- c) Public entity or Non-profit outreach (i.e., cities, counties, special districts, hospitals, public care facilities)
- d) Advertising support (i.e., TV, PSAs, Video, Print, Radio, Internet)
- e) Publicity or Events (i.e., seminars, workshops, conferences, tours, presentations, exhibits, fairs, displays, shows)

## **IV. Match Funding Requirement**

The project requires a minimum of 25% match funding<sup>1</sup> from the applicant and/or other sources in the form of cash and/or in-kind support. Match funding can come

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<sup>1</sup> Percent of grant amount requested. For example, if you request \$50,000 of grant funding your match-funding share must be at least \$12,500 for a total project cost of \$62,500.

from the applicant and/or other sources and may include, but are not limited to, the contribution of cash or its equivalent, or a contribution of indirect costs or other non-cash support, such as in-kind services, use of equipment or office space, discounted rates, fees or charges, provided the contributions can be quantified and substantiated, and benefit the project work. Staff time, other grants and loans or contracts can count toward the match fund contribution.

## **V. Other Important Requirements**

- a) The project must be inclusive in opportunity so that all interested market participants have an opportunity to coordinate with and/or to participate.
- b) The project must be primarily targeted to geographic areas served by the utilities whose ratepayers are paying into the Renewable Resource Trust Fund. These utilities include Pacific Gas & Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Water Company's Bear Valley Electric Service. Activities targeted elsewhere may be funded if they result in products that can be used in these utility areas.
- c) The project must be inclusive by providing either generic information that applies to all relevant and known products or services, while not mentioning any specific product or service, or it must provide information about all relevant and known products and services.
- d) Funding cannot be provided directly to specific entities participating in the electricity market as sellers or traders of electricity (including electric utilities) or specific entities that are selling, installing or producing emerging renewable generation technologies.

## **VI. Grant Funding**

There is approximately \$500,000 from the Renewable Resource Trust Fund in total grant funding available for projects. The table below is the award minimums and maximums of a project per category:

<b>Project Category</b>	<b>Minimum Funding Per Project</b>	<b>Maximum Funding Per Project</b>	<b>Total Funding Per Category</b>
School	\$ 75,000	\$100,000	\$150,000
New Construction	\$75,000	\$100,000	\$150,000
Public entity or Non-profit	\$25,000	\$50,000	\$ 50,000
Advertising	\$40,000	\$70,000	\$120,000
Publicity or Events	\$11,000	\$15,000	\$ 30,000

The Evaluation Committee will decide on how any leftover money will be spent.

## VII. Grant Timeline

The period of performance on a grant project may not exceed 12 months from the date the project starts.

## VIII. Award Process

All applications received by July 5, 2002, will be screened for eligibility. Projects and/or project elements that do not further the goals of the RECE campaign or conform with the eligibility requirements herein will be disqualified and not evaluated<sup>2</sup>. Eligible project applications will then be evaluated on a competitive basis per category. Applications meeting program requirements will be scored based on the evaluation criteria contained in the application package. Applications receiving a minimum of 85% (44 points) passing score will be ranked from highest to lowest score per category. The most competitive project applications will be recommended to the Energy Commission's Environmental and Energy Infrastructure and Licensing Committee for funding, and if approved, will be heard before the Energy Commission for final approval at a Business Meeting.

## IX. Application Schedule

The schedule for this funding solicitation is as follows: *(Please note that these dates are all subject to change)*

Application Package Available	May 7, 2002
Deadline for Questions	May 29, 2002
Responses to Questions Mailed	June 6, 2002
<b>Application and Proposals Due</b>	<b>July 5, 2002</b> <b>no later than 4 p.m.</b>

Final Approval of Grant Winners at the Business Meeting August 28, 2002

## X. Application Procedures

All questions must be submitted in writing by **May 29, 2002**. Questions can be sent to Lynette Esternon by fax, e-mail or by mail (see information on page 1). *No telephone calls please.*

Applications must be received **no later than 4 p.m. on July 5, 2002**.

Applications must be submitted by mail or in person. No electronic or faxed applications will be accepted.

It is the responsibility of the applicant to ensure that the application is received during the specified period mentioned above. The Energy Commission will not be responsible for any late or incomplete applications due to mistakes or delays of the applicant or the carrier used by the applicant. A postmark is not sufficient.

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<sup>2</sup> If an individual project element is disqualified, the project will either be disqualified as a whole or evaluated without the nonconforming element, in the Energy Commission's sole discretion. Projects evaluated without their nonconforming elements will have their funding requests reduced accordingly.

Applications will be time and date stamped. Any application received after the due date and time **will not be eligible for consideration.**

Please Note: The Energy Commission reserves the right to cancel this Program Opportunity at any time, modify this Program Opportunity Notice and/or application as needed upon written notice of at least 10 business days, or reject any or all applications received in response to this Program Opportunity Notice.

Date mailed: May 7, 2002

Mailing List: Master63/Consumer Education

**CALIFORNIA ENERGY COMMISSION**  
**Renewable Energy Program**

**Grant Solicitation for Applications for the  
Renewable Energy Consumer Education  
(RECE) Program**

*INFORMATION AND INSTRUCTIONS FOR SUBMITTING AN APPLICATION*

*DEADLINE FOR RECEIPT OF PROPOSALS: July 5, 4:00 p.m.*



CALIFORNIA ENERGY COMMISSION

1516 Ninth Street  
Sacramento, California 95814  
(800) 555-7794  
[www.energy.ca.gov](http://www.energy.ca.gov)

May 7, 2002

# GRANT SOLICITATION FOR APPLICATIONS FOR THE RENEWABLE ENERGY CONSUMER EDUCATION PROGRAM

**Part I** provides information about the program. **Part II** includes the application, forms and instructions for requesting funding. **Part III** provides information on the evaluation and award process.

## **PART I: RENEWABLE ENERGY CONSUMER EDUCATION PROGRAM**

### ***A. Background***

Assembly Bill 1890 (Chapter 854, Statutes of 1996) enacted on September 23, 1996, provided \$540 million to support renewable electricity generation technologies. These funds were collected from the ratepayers of the three largest investor-owned utilities (Pacific Gas & Electric Company, Southern California Edison Company, and San Diego Gas & Electric Company) in California from 1998 through March 31, 2002.

Senate Bill 90 (Chapter 905, Statutes of 1997), enacted on October 12, 1997, placed the \$540 million into the Renewable Resource Trust Fund and directed that one percent, or \$5.4 million be deposited into the Consumer Education Subaccount and used to support a consumer education and marketing campaign to help develop a consumer market for renewable energy technologies in California.

The Energy Commission established a Renewable Energy Consumer Education (RECE) Program to carry out the consumer education purposes contemplated in Senate Bill 90. The goals of the RECE Program are as follows: 1) to raise consumer awareness of renewable electricity generation options and benefits, 2) to increase purchases of both renewable energy from the grid and emerging renewable energy technologies installed on customer premises, and 3) to leverage strategic alliances and partnerships with entities and organizations active in California's renewable energy market.

In March 1999, the Energy Commission entered into a 15-month contract for \$1.2 million with an entity to serve as administrator for grid-powered renewable energy marketing activities. The Energy Commission itself is providing program administration for marketing activities promoting emerging renewable generation technologies. These technologies include:

- Solar Photovoltaic (PV) systems
- Wind turbine systems  $10 \leq$  kilowatts (kW) in size
- Solar thermal electric systems
- Fuel cells that convert renewable fuels into electricity<sup>1</sup>

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<sup>1</sup> The conversion of sewer gas, landfill gas or other renewable sources of hydrogen or hydrogen rich gases into electricity by a direct chemical process.

In February 2000, the Energy Commission adopted the *Guidebook for the Renewable Energy Program, Volume 5 – Consumer Education Subaccount*<sup>2</sup> (P500-97-011V5) to assist potential participants in the RECE Program in applying for funding. This guidebook addresses eligibility, program requirements and funding processes for the Consumer Education Subaccount.

The Energy Commission released a *Program Opportunity Notice* in April 2000 for \$375,000 in grant funding for consumer education activities for the emerging renewable energy market. Seven successful projects were funded and completed.

In January 2001, a second *Program Opportunity Notice* was released for \$620,000 in grant funding to promote and disseminate information on renewable electricity. The notice was amended in February to include information on emerging renewable technologies. As a result, five projects were approved and are still underway.

A *Request for Proposals* was released in February 2001 to solicit expertise in developing and implementing a Renewable Energy Public Awareness campaign in California. The Energy Commission approved a \$2.1 million contract for 18 months with an entity to develop and implement public awareness advertising messages and strategies to reach consumers and to coordinate the activities among various public and private sectors.

### ***B. Purpose***

The purpose of this solicitation is to provide funding to qualified entities with eligible projects that aim to advance the growth of renewable energy market in California. The Consumer Education Subaccount promotes renewable electricity and disseminates information on renewable technologies to help develop a consumer market for renewable energy in California. The Energy Commission intends to use these grant funds to enhance or benefit an applicant's existing or proposed strategy to promote renewable energy technologies or provide consumer education and information on emerging renewable energy products or services.

### ***C. Eligibility Criteria***

Proposals must meet all of the following criteria:

- 1) Projects receiving funding must provide information to California's consumers about emerging renewable energy technologies or otherwise assist the delivery of products and services to consumers under one or both of the following eligible topics:
  - a) The production, purchase, and installation at customer sites of renewable generation technologies.

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<sup>2</sup> A copy of the most recent *Guidebook* can be obtained by calling the Energy Commission Publications office at (916) 654-5200. The *Guidebook* may also be downloaded from the Energy Commission's Website at [www.energy.ca.gov](http://www.energy.ca.gov).



- b) The environmental, local economic, reliability, diversity and other benefits of renewable electricity in California.

In addition, since funding under this solicitation will be awarded as grants, a project award should directly enhance or benefit an applicant's existing or proposed strategy to promote or provide consumer education and information on renewable energy including emerging renewable generation technologies.

2) Projects qualified for funding must be administered by one of the following eligible applicants:

- a) Non-profit entity whose mission or expertise is consistent with the goals and purpose of the RECE program.
- b) Individual, company or entity with marketing, public relations, consumer education, or public interest marketing experience.
- c) Public agency with experience or expertise in the topics described above.

The applicant can be from outside California as long as the project proposed involves assisting the market for emerging renewable energy in California. All applicants, especially out-of-state applicants, should check with the California Secretary of State regarding requirements to be qualified to do business in California and be in good standing with the Secretary of State. **Registration with the Secretary of State is required before the Commission approves a proposal. Failure to meet this requirement will result in the loss of a grant award.** For information regarding this requirement, contact the California Secretary of State's Website at [www.ss.ca.gov](http://www.ss.ca.gov).

3) Projects must conform to the following requirements:

- a) The project must be inclusive in opportunity so that all interested market participants have an opportunity to coordinate with and/or to participate.
- b) The project must be primarily targeted to geographic areas served by the utilities whose ratepayers are paying into the Renewable Resource Trust Fund. These utilities include Pacific Gas & Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and Southern California Water Company's Bear Valley Electric Service. Activities targeted elsewhere may be funded if they result in products that can be used in these utility areas.
- c) The project must be inclusive by providing either generic information that applies to all relevant and known products or services, while not mentioning any specific product or service, or it must provide information about all relevant and known products and services.

- d) Funding cannot be provided directly to specific entities participating in the electricity market as sellers or traders of electricity (including electric utilities) or specific entities that are selling, installing or producing emerging renewable generation technologies.
- 4) Applicant must specify the project category under which funding is sought. A project must be categorized under one of the following:
  - a) School outreach (i.e., K-12, Colleges and Universities)
  - b) New Construction outreach (i.e., architects, contractors, builders, developers, engineers, designers, building owners and managers)
  - c) Public entity or Non-profit outreach (i.e., cities, counties, special districts, hospitals, public care facilities)
  - d) Advertising support (i.e., TV, PSAs, Video, Print, Radio, Internet)
  - e) Publicity or Events (i.e., seminars, workshops, conferences, tours, presentations, exhibits, fairs, displays, shows)
- 5) Projects require a minimum of 25% match funding<sup>3</sup> from the applicant and/or other sources in the form of cash and/or in-kind support. Applications will be evaluated and scored based on the leveraged contribution of the project team (grantee and any other entities providing services or products on this project) whether in cash or in-kind services. The level of participation of the various project team members determines the strength of a project. Staff time, equipment, other grants and loans or contracts can count toward the leveraged contribution if properly documented. The project cost must be documented with each team member's estimated contribution. The dollar value of the contribution will be evaluated for reasonableness, and each contribution must be clearly stated in a letter of commitment.

#### ***D. Funding***

There is approximately \$500,000 from the Consumer Education Subaccount of the Renewable Resource Trust Fund in total grant funding available for projects under this solicitation. Applicants can apply for funding for more than one project, however, a separate application must be submitted for each project. Projects will be awarded on a competitive basis (per category) based on the evaluation criteria referenced in Part III. Although applicants specify the requested funding amount, the Energy Commission reserves the right to award a different amount than that requested by the successful applicant. Successful applicants which are offered an amount different than they requested may decline to accept the award.

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<sup>3</sup> Percent of grant amount requested. For example, if you request \$50,000 of grant funding your match-funding share must be at least \$12,500 for a total project cost of \$62,500.

The table below shows the award minimums and maximums for eligible projects per project category:

<b>Project Category</b>	<b>Minimum Funding Per Project</b>	<b>Maximum Funding Per Project</b>	<b>Total Funding Per Category</b>
School	\$75,000	\$100,000	\$150,000
New Construction	\$75,000	\$100,000	\$150,000
Public entity or Non-profit	\$25,000	\$50,000	\$ 50,000
Advertising	\$40,000	\$70,000	\$120,000
Publicity or Events	\$11,000	\$15,000	\$ 30,000

The Evaluation Committee can roll part or all of the funds in one category into another if there are no projects in the first category that receive a passing score. Applicants may not request funding for less than the minimum funding level listed above, however the Energy Commission, in its discretion, may fund projects at levels lower than the amounts listed.<sup>4</sup>

#### ***E. Schedule***

The schedule for this funding solicitation is as follows:

Application Package Available	May 7, 2002
Deadline for Questions	May 29, 2002
Responses to Questions Mailed	June 6, 2002
<b>Application and Proposals Due</b>	<b>July 5, 2002 by 4 p.m.</b>
Final Approval of Grant Winners at the Business Meeting	August 28, 2002

*Please note that these dates are all subject to change. In addition, the Energy Commission reserves the right to cancel this Program Opportunity Notice at any time, modify this Program Opportunity Notice and/or application as needed upon written notice of at least 10 business days, or reject any or all applications received in response to this Program Opportunity Notice.*

#### ***F. Questions***

All questions must be submitted in writing by May 29, 2002. Questions can be sent by fax to (916) 653-2543, by E-mail to [lesterno@energy.state.ca.us](mailto:lesterno@energy.state.ca.us) or by mail to:

California Energy Commission  
Renewable Energy Program  
1516 Ninth Street, MS 45  
Sacramento, CA 95814-5512  
Attn: Lynette Esternon

<sup>4</sup> Examples include where only a portion of a project is funded because of a duplicate or similar project or insufficient funds remain in a given project category to fund at the minimum funding level.

## PART II: APPLICATION, FORMS AND INSTRUCTIONS

This portion of the document explains the process for requesting grant funding from the Energy Commission's Consumer Education Subaccount of the Renewable Resource Trust Fund and other useful information.

### *A. Application*

Interested applicants must submit a complete application for each project that they seek funding for. A complete application consists of an application form, a cover letter, a description of the project, project goals, project team, project work plan, project funding and match funding, an applicant's certification and a resolution by the governing body if the applicant is a public entity. Applications should reference supporting documentation, where appropriate, and include this documentation immediately behind the applicable section of the application.

Applications must be complete when submitted and be received **no later than 4 p.m. on July 5, 2002**. Applications must be submitted by mail or in person. **No electronic or faxed applications will be accepted.** Submit **one (1) signed original (signed in ink and clearly marked original) and four (4) copies** of your application and all supporting documents to:

California Energy Commission  
Grants and Loans Office  
Renewable Energy Program  
1516 Ninth Street, MS 1  
Sacramento, CA 95814-5512

Applicants are encouraged to respond in a concise and clear manner, including sufficient narrative detail to demonstrate that they have the knowledge, skills and ability to provide consumer information and education on renewable energy and emerging renewable generation technologies.

No confidential filings of any kind will be accepted. Any material in an application that is marked confidential will be automatically disregarded and returned to the applicant and the application will be evaluated without the confidential information. All applications submitted to the Energy Commission will be public documents once the applications are evaluated and notice of recommended grant awards are made.

When preparing your application, please review the Evaluation and Scoring Criteria in Part III of this document and include all necessary information. The evaluation criteria will be used for scoring and ranking proposed projects.

It is the responsibility of the applicant to ensure that their application is complete and received by the due date specified above. The Energy Commission will not be responsible for any late or incomplete applications due to mistakes or delays of the

applicant or the carrier used by the applicant. A postmark is not sufficient. Applications will be time and date stamped. Any application received after the due date and time will not be eligible for consideration.

### ***B. Application Form***

All applications must include a completed Application Form that provides general information about the applicant, the project, and the amount of funding requested. The completed Application Form should be identified as “Section A” of the application. Applicants must specify in the Application Form which project category they are seeking funding for. A blank Application Form is provided in Exhibit A.

### ***C. Cover Letter***

All applications must include a signed cover letter that explains how the proposed project meets the eligibility criteria specified in Part I, Section C of this solicitation. The cover letter should explain:

- a) How you or your organization meet(s) the eligibility requirements to apply for funding.
- b) How your project meets the project eligibility requirements for funding.
- c) How your project conforms to the other requirements (i.e., inclusiveness in opportunity and message, targeted to appropriate geographical areas and grant funds not directed to market entities).
- d) The dollar amount of your funding request and how it is appropriate for this solicitation.
- e) How your application and project meet the match funding requirements for this solicitation.

The signed cover letter should be identified as “Section B” of the application.

### ***D. Project Description***

All applications must include a Project Description that describes the proposed project, including individual project elements. The Project Description should be identified as “Section C” of the application. The Project Description should identify the target audience for the project and discuss why the project is appropriate for the target audience.

It should discuss why the applicant believes the project will assist in building the market for renewable energy in California.

The Project Description should also provide information on the Project Goals, Project Team, Project Work Plan, and Project Funding and Match Funding as specified below.

### **1) Project Goals**

Describe the goals of your project and your plans for achieving them. Explain how the goals of your project meet the *RECE campaign goals*. Describe the method that you will use to measure the potential success that your project will have on achieving these goals.

### **2) Project Team**

Identify the individual that will be primarily responsible for managing the proposed project. List all individuals that will be part of your project team. Describe the capabilities of the team members to conduct the work proposed, with reference to past experience. Provide resumes for all of the team members.

### **3) Project Work Plan (work statement, schedule/products and budget)**

The work plan must include the following three elements:

- a) Work Statement: Provide a clear and understandable work statement describing the specific tasks to be conducted including key milestones, products and schedule for conducting this project. The period of performance on a grant project may not exceed 12 months. Please see Appendix 1 for Sample Work Statement.
- b) Products/Schedule: Describe the products to be developed and delivered for this project. These products should correspond to the information included in the work statement and schedule for the project. All products, including Final Report, must be received during the stated term of the grant agreement.
- c) Budget: Provide a budget for your project that corresponds to the products to be produced. Expenses will be reimbursed in accordance with the budget included in the application. Funds can only be used to reimburse the recipient for expenses paid by the recipient and can only be paid after the Energy Commission has received and approved the products due for the period. Expenses paid with state funds cannot exceed the total amount of funds requested in the application and listed in the budget section. Only expenses incurred during the term of the grant can be reimbursed. The budget should include the amount, source and expected timing of match funds. Please see Appendix 2 for Budget Instructions and a Sample Budget.

### **4) Project Funding and Match Funding**

Discuss how your requested funding is appropriate for your proposed project. The project cost and match funding must be documented. Each member's contribution must be clearly stated in a letter of commitment. **Expenditures in the project that are made**

**prior to the grant agreement's approval do not qualify as match funds.** The level of match funding will affect project scoring.

A minimum of 25% match funding is required for this solicitation. Match funding can come from the applicant and/or other sources and may include, but are not limited to, the contribution of cash or its equivalent; or a contribution of indirect costs or other non-cash support, such as in-kind services; use of equipment or office space; discounted rates, fees or charges, provided the contributions can be quantified and substantiated; and benefit the project work. Staff time, other grants and loans or contracts can count toward the leveraged contribution if properly documented. Funding from other Energy Commission programs does not qualify as match funding.

Discuss the amount of match funding that will be brought to your project. Discuss the sources of match funding (applicant and/or team members, project partners, equipment manufacturers, utilities, government entities, universities or others). Discuss whether the match funding is in cash or in-kind services. Provide documentation for all match funding proposed.

#### ***E. Applicant Certification***

All applications must include a completed certification which is signed by the applicant and certifies the information included in the application to be true and correct. The completed certification form should be identified as "Section D" of the application. A blank certification form is provided in Exhibit B.

#### ***F. Applicant Resolution***

All applications submitted by public entities must include a Resolution by their governing body authorizing a representative of the public entity to apply for and receive funding pursuant to this solicitation. The Resolution provided must comport with the sample Resolution included as Exhibit C. The Resolution should be identified as "Section E" of the application.

#### ***G. Rejection of Applications***

Applications will be rejected and not scored or considered for funding under any of the following circumstances:

- 1) Was not received by 4 p.m., July 5, 2002, at the address noted above; or
- 2) Does not include at least one (1) signed original and four (4) copies of the project application; or
- 3) Does not include match funding of at least 25%; or
- 4) Does not include information as specified in Part II, Sections A through D; or
- 5) Does not include an executed Certification (see Exhibit B); or

- 6) Does not include an executed Resolution that conforms to the resolution provided in Exhibit C, if the applicant is a public entity; or
- 7) Does not specify a project category or specifies more than one project category on the Application Form (Exhibit A).

### **PART III: EVALUATION AND SCORING**

Applications will be first screened for completeness and eligibility and then evaluated for substance and scored by an Evaluation Committee.

#### ***A. Application Screening***

The applications will be initially screened for completeness and eligibility. Applications that are incomplete or seek funding for projects or project elements that do not further the goals of the RECE Program or conform with the eligibility requirement specified herein will be disqualified and not evaluated<sup>5</sup>. Incomplete and/or ineligible applications will be returned to the applicant with a letter of explanation within 10 business days of the application due date.

#### ***B. Application Evaluation***

Once the applications are screened for completeness and eligibility, they will then be evaluated on a competitive basis by the Evaluation Committee. Applications will be scored on the substance of the response as it relates to each scoring criteria identified below and in Appendix 3. The Evaluation Committee may make inquiries or site visits to clarify applications during the evaluation process.

For each of the scoring criteria, the Evaluation Committee members will give a score from zero to four based on how well the applicant responds to the criteria. Each score will then be multiplied by a specific weighting factor to obtain the total weighted points for that criterion. The scores of all the Evaluation Committee members will then be averaged to determine the overall score for a given application. Applications receiving an overall score of 44 points or more (85% of the total 52 possible points) will be ranked from highest to lowest score per project category. Applications receiving the highest passing scores in each of the project categories will then be recommended for funding by the Evaluation Committee.

If the Energy Commission receives eligible applications that have similar projects or project elements designed to reach the same audience in the same geographic area, the

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<sup>5</sup> If an individual project element is disqualified, the project will either be disqualified as a whole or evaluated without the nonconforming element, in the Energy Commission's sole discretion. Projects evaluated without their nonconforming elements will have their funding requests reduced accordingly.



Energy Commission reserves the right to fund the highest scoring application and/or fund only the non-duplicating portion of otherwise eligible project elements.

*Example: Two similar proposals are submitted to develop and implement a school outreach campaign. Assuming both applications receive a passing score, the application that gets the highest score will be recommended for grant funding.*

## **1) Scoring Points**

The Evaluation Committee will award points based on the following considerations:

### **a) Fail (0 point)**

Zero (0) point is given to responses considered not in accordance with the application requirements.

### **b) Below Average (1 point)**

One (1) point is awarded to responses considered minimally acceptable. For example:

- The application states a requirement, but offers no explanation of how or what will be accomplished;
- Information is missing on critical elements of the project.

### **c) Average (2 points)**

Two (2) points are awarded if the applicant satisfies the requirements and describes generally how and/or what will be accomplished.

### **d) Above Average (3 points)**

Three (3) points are awarded if the application satisfies the requirements and describes specifically and logically how/or what will be accomplished in an exemplary manner, using sample products and illustrations (i.e., diagrams, charts, graphs, etc.) cogent

### **e) Exceptional (4 points)**

Four (4) points are awarded if the application exceeds the requirements and describes specifically how and/or what will be accomplished in a superior manner, both quantitatively and qualitatively, using sample products and illustrations (i.e., diagrams, charts, graphs, etc.)

## **2) Scoring Criteria**

The maximum score is 52 points. Applicants must receive a minimum score of 44 points (85%) to be eligible to be ranked. Applications will be evaluated for merit based on the following evaluation criteria:

**a) Project Description** (Weight factor 3; maximum weighted score 12)

The extent to which:

- The application provides a clear description of the project.
- The proposed consumer education activities address the market for renewable energy and/or emerging renewable energy.
- The proposed project addresses the appropriate target market.
- The application makes a case for a market need for the project.

**b) Project Goals** (Weight factor 2; maximum weighted score 8)

The extent to which:

- The proposed project responds to the goals of the *RECE campaign*.
- The application identifies methods to measure the impact the project will have on meeting the goals.
- The project benefits or enhances the applicant's overall renewable energy strategy or campaign.

**c) Project Team** (Weight factor 2; maximum weighted score 8)

The extent to which:

- The individual with primary responsibility for the project has demonstrated capability to manage the work.
- The team members have demonstrated skills and abilities to complete quality products in a timely manner, within budget.
- The team members have experience working on related or similar projects.

**d) Project Work Plan** (Weight factor 4; maximum weighted score 16)

The extent to which:

- The application demonstrates a clear, appropriate and complete plan for achieving the identified goals.
- The work plan is logical and reasonable with respect to tasks, products, schedule and budget.
- The budget clearly identifies how the funds will be used to perform the work.

**e) Project Funding and Match Funding** (Weight factor 2; maximum weighted score 8)

The extent to which:

- The appropriateness of the amount of funding requested for the project is reasonable and clearly explained.
- The 25% match funding that is required is provided (26% to 63% will receive a 3-point score and 64% and higher will receive a 4-point score).
- The match funding is documented and valid.

### ***C. Project Award***

1. Energy Commission Recommendation - The Energy Commission's Environmental and Energy Infrastructure and Licensing Committee will review the Evaluation Committee's recommendations for funding and will recommend applications for funding at the Energy Commission's Business Meeting. The Energy Commission reserves the right to award all, any part or none of the \$500,000 under this solicitation, and to fund all or any part of any proposed project which has received a passing score. All grant awards will be subject to approval by the full Commission.
2. Grant Agreement - After the Energy Commission approves a project application, a grant agreement will be developed for both the funding recipient and the Energy Commission to sign. This agreement defines the work to be completed, products, schedule, budget and the rights and obligations of the recipient and the Energy Commission

All successful applicants will be required to sign a grant agreement with the Energy Commission. A sample copy of the Terms and Conditions of the grant agreement is included as Appendix 4 in this package. Funding recipients must also submit progress reports, products, reimbursement requests (payment request forms), match funding documentation and a final report.

3. Project Work - Generally, project work that will be funded through a grant issued pursuant to this solicitation cannot begin until both the grant recipient and the Energy Commission have signed the grant agreement. The applicant runs the risk that work commenced before the grant agreement is signed may not be reimbursed under the grant agreement. Under certain circumstances, the applicant may commence reimbursable work on the project after the grant agreement is approved by the Energy Commission, but before it is signed, provided the recipient seeks and obtains advance written approval by the Energy Commission's Project Manager and the Grants and Loans Office prior to incurring any reimbursable expenditures.

The Energy Commission will administer all of the grants awarded under this solicitation. Funds are paid on a reimbursement basis. Once work is satisfactorily performed, the Energy Commission will reimburse the participant upon receipt of an invoice and backup documentation. The Energy Commission may retain 10% of any or all payment request or 10% of the total award until the project is completed. This retention will be released when the Energy Commission Project Manager is satisfied that the terms of the grant agreement have been fulfilled.

### ***D. Unsuccessful Applicants***

The applications of unsuccessful applicants will not be returned. All applications submitted to the Energy Commission will be public documents once the applications are evaluated and notice of recommended grant awards are made. Unsuccessful applicants

may request written comments, provided that a written debriefing request is submitted within 30 days of the notice of recommended grant awards.

**EXHIBIT A – APPLICATION FORM**  
**California Energy Commission**  
**Renewable Energy Consumer Education (RECE) Program**

**Form must be filled out completely**

Project Category (Please check <u>one</u> box only)		
<input type="checkbox"/> School	<input type="checkbox"/> New Construction	<input type="checkbox"/> Public entity or Non-profit
<input type="checkbox"/> Advertising	<input type="checkbox"/> Publicity or Events	
Full Legal Name of Applicant		
Project Contact if Different than Applicant		
Years in Business Under Current Name		
California Tax ID Number (required to receive grant award)		Year First Established
Contact Name:	Title:	
Street Address:		
City:	State:	Zip Code:
Phone: (    )	Fax: (    )	E-mail:
Type of Organization or Business you are (Please check one box only)		
<input type="checkbox"/> Local Government	<input type="checkbox"/> Other Public Entity	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Special District	<input type="checkbox"/> University or College	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> Individual	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Limited Liability Co.
List of Proposed Team Members and Name(s) of Persons that will work on this Project		
Total Match Funding:		Funding Requested:
\$		\$
Expected Project Start Date (not before CEC Business Meeting and signed agreement):		
Expected Project End Date (not to exceed 12 months from the expected start date):		

**EXHIBIT B**

**CERTIFICATION  
(For all applicants)**

I certify to the best of my knowledge that the information contained in this application and supplemental information is true and correct.

I authorize the California Energy Commission to make any necessary inquiries to verify the information I have presented in the application and supplemental information.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Typed or Printed

\_\_\_\_\_  
Relationship to Applicant, i.e.  
President, General Partner, County  
Superintendent

\_\_\_\_\_  
Entity Name

Note: For a Public Entity, the Authorized Representative should be the person designated in their Governing Body's resolution. For a Private Entity, the Authorized Representative should be the President, Owner, General Partner or authorized designee (by original signed letter).

## EXHIBIT C

### (For Public Entities Only)

#### *SAMPLE RESOLUTION*

**WHEREAS**, Senate Bill 90 (Chapter 905, Statutes of 1997) authorizes the California Energy Commission to expend grant funds from the Renewable Resource Trust Fund to support renewable energy, including emerging renewable generation technologies; and

**WHEREAS**, the California Energy Commission is providing funding through a Program Opportunity Notice to support consumer education and marketing efforts to help develop a market for renewable energy, including emerging renewable generation technologies; and

**WHEREAS**, (*Applicant*) desires to seek partial funding from California Energy Commission's Program Opportunity Notice to implement its (*Description of Project*);

**NOW, THEREFORE, BE IT RESOLVED**, That (*Applicant*) is hereby authorized and empowered to apply for funds and, if recommended for funding, execute on behalf of (*Public Entity*) an agreement with the California Energy Commission and all other necessary documents to implement and carry out the purposes of this resolution.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**Signatures of Governing Body Members:**

## **APPENDIX 1**

### **Sample Work Statement Task Format**

**Background:** Provide a Background Section in your work statement. The background should include a description of your project, the goals and objectives and your plan for achieving them.

#### **Task 1: Name of Task**

Describe the task to be performed. If there are several activities that must be accomplished to complete the task, list them as subtasks. Number any subtasks as 1.1, 1.2, etc. This will make it easier to report on tasks in your quarterly reports, etc.

**Completion Date:** List the date the task will be completed.

**Product Description:** List products resulting from the task or subtask, if any.

**Product Due Date:** List the date the product will be submitted to the Energy Commission's Project Manager. List by month and year (i.e., November 2002).

**NOTE:** It is not necessary to have a product for each task or subtask. However, if the task results in information, a report, or other data of value to the Energy Commission, it should be listed as a product. A project's final task in the work statement should be a Final Report submitted to CEC Project Manager. The Commission Project Manager may add products to the Work Statement in preparing the funding agreement.

#### **SAMPLE:**

**Background:** This project is to develop a series of videos about renewable energy. Three videos will be produced to help educate schools and businesses with the goal of improving their knowledge about renewable energy.

#### **TASK 1: Video Development**

The purpose of this task is to develop three draft scripts for the video series.

1.1 *Entity Name* will develop concepts for each of the videos in the series.

**Completion Date:** November 2002

1.2 *Entity Name* will develop draft scripts for each of the videos in the series.

**Completion Date:** December 2002

1.3 *Entity Name* will finalize the scripts for each of the videos in the series and produce them for school and business presentation.

**Completion Date:** January 2003

**Project Description:** Three videos

**Product Due Date:** January 2003



## **APPENDIX 2**

### **Budget Instructions and Sample Budget**

Provide a detailed budget of proposed expenditures. Funds must be used for the project and project elements described in the work statement. Please include all categories listed below, and only these categories in the following order. If your project has no budget in the category, list and put “\$0” in the budget column.

**Personnel** – List job classification, hourly salary, number of hours to work on this project, and total cost. If employees are paid on a monthly versus hourly basis, provide monthly salary, percentage of time to be worked on this project, number of months to work on this project, and total cost.

**Fringe Benefits** – Specify percentage of Salaries and Wages and total cost.

**Travel** – List each trip (or category of trip), purpose of trip and cost per trip. Any trips that are not included in the grant budget will require prior written authorization from the Energy Commission Project Manager. (See the Terms and Conditions for allowable travel rates.)

**Equipment** – Itemize with costs per item. This includes all equipment that will be directly purchased by the grant recipient.

**Supplies** – Itemize with costs per item. This includes all supplies that will be directly purchased or rented by the recipient.

**Subcontract** – Specify the amount and purpose of each subcontract. List hourly salary, number of hours to work on this project, and total cost.

**Other** – List any other items that do not fall in any of the above categories.

**Indirect (overhead)** - Indicate if indirect will be charged as a percentage of Personnel and Fringe Benefits or total direct charges. State the basis for the proposed indirect cost rates. Attach documentation of calculations. The Energy Commission Project Manager will review the indirect rate and may make adjustments, if necessary.

## Sample Budget

	<u>Grant Funding</u>	<u>Match Funding</u>	<u>Total</u>
<b>Personnel</b>			
Graphics Designer (125 hrs @ \$33/hr)	4,125		
Technical Writer (60 hrs @ \$35/hr)	2,100		
Communications Director (40 hrs @ \$55)	2,200		
			8,425
<b>Fringe Benefits (29%)</b>	2,443		2,443
<b>Travel</b>			
2 trips- various sites in California to photograph technologies		1,500	
2 trips to Sacramento to meet w/ CEC staff		600	
			2,100
<b>Contractual (subcontract)</b>			
John Doe (44 hr. @ \$50/hr)		2,200	2,200
<b>Supplies</b>			
Film,	50		
Developing	100		
paper	400		
printing,	750		
postage and mailing	100		
			1,400
<b>Other</b>	0		
<b>Indirect</b>	0		
<b>TOTAL</b>	<b>\$12,268</b>	<b>\$4,300</b>	<b>16,568</b>

**APPENDIX 3**  
**Evaluation Criteria Worksheet**

<b>Criteria</b>	<b>Weight Factor</b>	<b>X</b>	<b>Points (0-4)</b>	<b>=</b>	<b>Weighted Points</b>
<b>Project Description</b>	3			=	
		X			
a. Application provides clear description of project b. Application addresses consumer education market for renewable energy and/or emerging renewable energy c. Project is appropriate for target market d. Application makes case for market need for project					
<b>Project Goals</b>	2			=	
		X			
a. Project goals respond to RECE campaign goals b. Application identifies methods to measure impact of project c. Benefit of project to applicant's overall strategy					
<b>Project Team</b>	2			=	
		X			
a. Capability of project lead to manage project b. Skills and abilities of team are appropriate for project c. Experience of team working on past related or similar projects					
<b>Project Work Plan</b>	4			=	
		X			
a. Clear and complete work plan for achieving identified goals b. Work plan is logical and reasonable with respect to tasks, products, and schedule c. Budget clearly identifies how funds will be used					

<b>Project Funding and Match Funding</b>	2			=
		X		
a. Level of requested funding is appropriate for the project				
b. Match funding beyond 25%				
c. Documentation of match funding				
<b>TOTAL POINTS</b>				

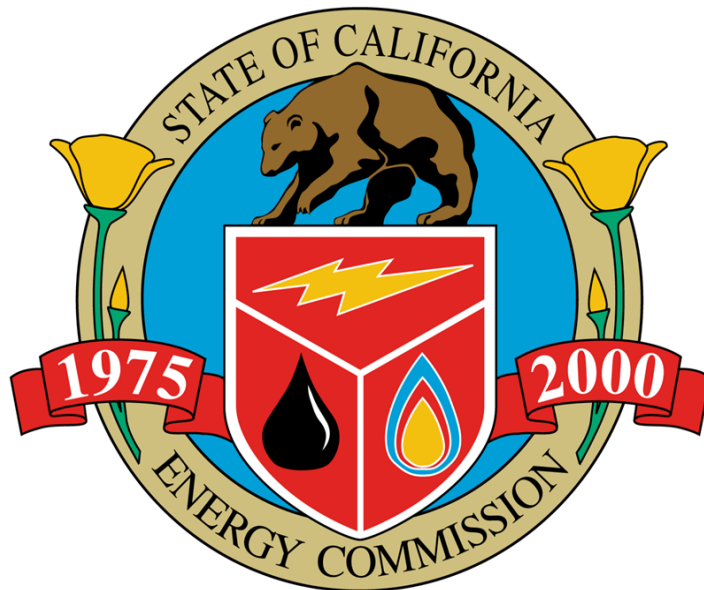
Maximum Possible Evaluation Points: 13 x 4 = 52

Overall Minimum Points Required to Pass Evaluation (85%): 44

**APPENDIX 4**

**TERMS AND CONDITIONS  
FOR NON-FEDERALLY FUNDED GRANTS**

**AWARD #    -    -**



## TERMS AND CONDITIONS

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## TERMS AND CONDITIONS

### 1. *Grant Agreement*

This project is being funded with a grant from the California Energy Commission (Commission). Funding for this project was authorized by \_\_\_\_\_ No. \_\_\_\_, Chapter \_\_\_\_, Statutes of \_\_\_\_, and consists of funds from the \_\_\_\_\_.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Commission may impose additional special conditions in this grant Agreement which address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient shall sign all six copies of this Agreement and return five signed packages to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

Commission-funded work cannot begin prior to the Agreement term date. This Agreement is not effective until it is signed by all parties.

### 2. *Attachments and References*

The following are attached and hereby expressly incorporated into this Agreement.

- Work Statement.
- Budget.
- Resolution of the Recipient or Local Jurisdiction Governing Body (if applicable).
- Resolution of the California Energy Commission (if applicable).
- Special Conditions

The Office of Management and Budget (OMB) Circulars and/or federal regulations identified below are incorporated by reference as part of this Agreement. These Terms and Conditions and any Special Conditions take precedence over the circulars and/or regulations. The OMB Circulars and federal regulations are used to help guide the administration of the award when questions arise during the course of performance of the award. The Commission reserves the right to use as much or as little of each circular or regulation it deems necessary to administer the award in good faith and consistent with prudent fiscal management of public funds. OMB Circulars may be accessed on the OMB web site at [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html) or by calling the Office of Administration, Publications Office, at (202) 395-7332.

- Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities).
- 10 CFR Part 600: DOE Financial Assistance Regulations ([www.pr.doe.gov/f600toc.html](http://www.pr.doe.gov/f600toc.html)).
- OMB Circular A-87: Cost Principles for State, Local and Tribal Governments.
- OMB Circular A-21: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Institutions of Higher Education (public and private colleges and universities).
- OMB Circular A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted).
- OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations.
- Title 48 CFR, Ch. 1, Subpart 31.2: Contracts with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy grants) (commercial firms and certain non-profit organizations) ([www.access.gpo.gov/nara/cfr/cfr-table-search.html](http://www.access.gpo.gov/nara/cfr/cfr-table-search.html))

### **3. *Funding Limitations***

Any federal, state, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

### **4. *Due Diligence***

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Project Manager will periodically evaluate the schedule for completion of Work Statement tasks. If the Commission Project Manager determines (1) the Recipient is not being diligent in completing the tasks in the Work Statement or (2) the time remaining in the funding award is insufficient to complete all project work tasks not later than the Agreement term date, the Project Manager may recommend to the Policy Committee of the Commission (Committee) that this Agreement be terminated, and the Committee may, without prejudice to any of its remedies, terminate this Agreement.

### **5. *Products***

Products are defined as any tangible item specified in the Work Statement. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the Commission Project Manager for review and comment. The Recipient



will submit an original and two copies of the final version of all products to the Commission Project Manager.

## 6. *Reports*

### a. Progress Reports

The Recipient shall submit progress reports to the Commission Project Manager as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

**Work Statement:** This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each. Included should be a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

**Financial Status:** This section should include a narrative report comparing costs to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

**Additional Information:** Additional information required in the progress reports may be specified in the Work Statement or Special Conditions.

### b. Final Reports

A draft final report shall be submitted to the Commission Project Manager no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).

- Any additional information specified in the Work Statement or Special Conditions.

The Commission Project Manager will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the Commission Project Manager.

Upon receipt of the final report, the Commission Project Manager shall ensure that all work has been satisfactorily completed.

c. **Rights in Reports**

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

d. **Failure to Comply with Reporting Requirements**

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

**7. *Legal Statement on Reports and Products***

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the following statement:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

**8. *Amendments***

Changes to the Work Statement, changes to specific line items in the budget, or both, may be made under certain conditions. Such changes must not alter the original scope or purpose of the project or program as proposed in the grant application. Such changes must not appreciably affect the value of the project or program. Work Statement changes and/or

cumulative transfers among budget line items that exceed 10 percent of the grant award require advance written approval of the Commission Project Manager and Grants and Loans Office. All requests must be submitted directly to the Commission Project Manager in writing and include a description of the proposed change, revised attachment(s), and the reasons for the change. If the change is approved, the affected sections of the Agreement will be amended and signed by the Commission Project Manager, Grants and Loans Office, and the Recipient's authorized representative.

## **9. *Contracting and Procurement Procedures***

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

Subcontracting criteria are specified in the applicable OMB Circulars and/or federal regulations incorporated by reference in this Agreement. The Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement and any OMB Circulars and/or federal regulations incorporated by reference in this Agreement.

Upon request, the Recipient must submit to the Commission Project Manager a copy of all solicitations for services or products required to carry out the terms of this Agreement, copies of the proposals or bids received, and copies of subcontracts executed. If a specific subcontractor was identified in the original grant application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the Commission Project Manager is required before substituting a new subcontractor.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions which allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.

- Any additional requirements specified in the OMB Circulars incorporated by reference in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Audit provisions regarding record retention specified in this Agreement.
- Language conforming to the “Indemnification” provision in this Agreement.
- Language conforming to the “License” provision in this Agreement.

Failure to comply with the above requirements may result in the termination of this Agreement.

#### **10. *Bonding and Insurance***

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in the OMB Circulars incorporated by reference in this Agreement.

#### **11. *Permits and Clearances***

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

#### **12. *Equipment***

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds and shall not encumber the property without Commission Project Manager approval. When no longer needed for the original project or program, the Recipient shall contact the Commission Project Manager for disposition instructions.

Recipient should refer to the OMB Circulars and/or federal regulations incorporated by reference in this Agreement.

### **13. Termination**

This project may be terminated for any reason set forth below.

a. With Cause

In the event of any breach by the Recipient of the conditions set forth in this Agreement, the Commission Policy Committee may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Recipient.

b. Without Cause

The Commission Policy Committee may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Commission shall pay the Recipient for all satisfactory services work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

### **14. Travel and Per Diem**

For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

Travel not listed in the Budget section of this Agreement shall require prior written authorization from the Commission Project Manager. Recipient shall be reimbursed for authorized travel and per diem up to, but not to exceed, the rates allowed nonrepresented state employees. A copy of the current allowable reimbursement rates can be obtained by contacting the Commission's Grants and Loans Office at (916) 654-4381.

Travel expense claims must detail expenses using the allowable rates, and Recipient must sign and date the travel expense claim before submitting the travel expense claim to the Commission for payment. Expenses must be listed by trip including dates and times of departure and return. Travel expense claims and supporting receipts and expense documentation shall be attached to the Recipient's Payment Request. A vehicle license number is required when claiming mileage, parking, or toll charges. Questions regarding allowable travel expenses or per diem should be addressed to the Commission Project Manager.

## 15. *License*

The Commission shall be granted a no-cost, nonexclusive, nontransferable, irrevocable worldwide license to use or have practiced for or on behalf of the State of California inventions developed hereunder and patents or patent applications derived from such inventions. Recipient must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions.

The Commission makes no claim to intellectual property that existed prior to this Agreement and was developed without Commission funding. If applicable, the Recipient gives notice that the items listed in the Intellectual Property attachment or exhibit have been developed without Commission funding and prior to the start of this Agreement. This list represents a brief description of the prior developed intellectual property. A detailed description of the intellectual property, as it exists on the effective date of this Agreement, may be necessary if Commission funds are used to further develop the listed intellectual property. This information will assist the parties to make an informed decision regarding intellectual property rights.

The Commission shall be granted the no-cost use of the technical data first produced or specifically used in the performance of this Agreement.

The Commission shall be granted a royalty-free nonexclusive, irrevocable, nontransferable worldwide license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced or composed in the performance of this Agreement.

## 16. *Standard of Performance*

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this award shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Commission Project Manager, shall be borne in total by Recipient and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- (1) Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Commission Project Manager. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor

shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;

- (2) The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- (3) The Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the Commission Project Manager pursuant to application of (1) and (2) above. In the event the Commission directs Recipient/subcontractor not to re-perform a task, the Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

## **17. *Payment of Funds***

### **a. Payment Requests**

The Recipient may request payment from the Commission at any time during the term of this Agreement although it is preferred that payment requests be submitted with the progress reports.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has paid for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

As a general rule, advance payments are not allowed. The Commission, at its sole discretion, may honor advance payment requests if warranted by compelling need. Advance payments shall only be made upon the satisfaction of conditions intended to protect grant funds from loss or misuse, including (1) depositing all advance payments into a separate interest-earning account; (2) reporting interest earned on advance payments to the Commission Project Manager; (3) the accounting of all advance payments within a timeframe specified by the Grants and Loans Office; (4) returning all unused advance payments and interest or portion thereof, within 60 days of the termination of this Agreement; and (5) other conditions as specified by the Grants and Loans Office.

Funds in this award have a limited period in which they must be expended. All Recipient expenditures must occur prior to the end of the term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form (Exhibit A). This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Commission and match share. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the Commission Project Manager will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

c. Release of Funds

The Commission Project Manager will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the Commission Project Manager.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the Commission Project Manager.
- All products due have been submitted and are satisfactory to the Commission Project Manager.
- Other prepayment conditions as may be required by the Commission Project Manager have been met. Such conditions will be specified in writing ahead of time, if possible.

d. Retention

It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The Commission Project Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

e. State Controller's Office

Payments are made by the State Controller's Office.



## **18. *Fiscal Accounting Requirements***

The Recipient shall review and comply with the administrative requirements outlined in the applicable sections of the OMB circulars and/or federal regulations incorporated as part of the funding Agreement. The OMB circulars and/or federal regulations are supplemented with the following requirements:

### **a. Accounting and Financial Methods**

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Commission funds for each project funded by the Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

### **b. Retention of Records**

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the project has been formally concluded, or final payment received, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition.

### **c. Audits**

Upon written request from the Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Commission or any other agency of the state, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the state. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the Commission Project Manager within 30 days of the completion of such audits.

### **d. Match or Cost Share (match)**

If the Budget includes match, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Commission funds. Grant funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match

(actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

#### **19. *Indemnification***

The Recipient agrees to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

#### **20. *Disputes***

In the event of a dispute or grievance between Recipient and the Commission regarding this Agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this Agreement during any dispute.

##### **a. Commission Dispute Resolution**

The Recipient shall first discuss the problem informally with the Commission Project Manager. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient's position and the remedy sought. The Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Officer shall respond in writing to the Recipient, indicating a decision supported by reasons. Should the Recipient disagree with the Grants and Loans Officer decision, the Recipient may appeal to the second level.

The Recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

b. Mutual Agreement for Arbitration

Should the Commission's Dispute Resolution procedure described above fail to resolve a dispute or grievance to the satisfaction of the Recipient, either party may seek to have the dispute or grievance resolved through binding arbitration. Both parties must consent before submitting the dispute to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgement may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the termination of this Agreement, irrespective of when the dispute or grievance arose, and irrespective of the applicable statute of limitations for a suit based on the dispute or grievance.

The cost of arbitration shall be borne by the parties as follows:

- i) The AAA's administrative fees shall be borne equally by the parties;
- ii) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- iii) Witness expenses for either side shall be paid by the party producing the witness;
- iv) Each party shall bear the cost of its own travel expenses;
- v) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Agreement funds. Both parties must agree, in writing, to utilize Agreement funds to pay for arbitration costs.

If the parties do not mutually agree to binding arbitration, the sole forum to resolve the dispute is State court.

## **21. *Workers' Compensation Insurance***

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.

- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.

## 22. *General Provisions*

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

- c. Assignment

Without the written consent of the Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

- f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

- g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

- (1) Recipient shall promptly notify the Commission of the occurrence of each of the following:
  - (a) A change of address.
  - (b) A change in the business name or ownership.
  - (c) The existence of any litigation or other legal proceeding affecting the project.
  - (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
  - (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Commission's rights.
- (2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Commission is not satisfied that the new entity can perform as the original Recipient, the Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Disputes"
- "Termination"
- "Audit"
- "Indemnification"
- "License"
- "Fiscal Accounting Requirements"

## 23. *Certifications & Compliance*

a. Federal, State & Local Laws

Recipient shall comply with all applicable federal, state and local laws, rules and regulations.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- i) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- ii) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.

iii) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Recycling Certification

The Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Recipient may certify that the product contains zero recycled content.

e. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- i) It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- ii) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Americans With Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

g. Union Activity

By signing this Agreement, the Recipient hereby certifies that Recipient will not use grant funds for any expenses to assist, promote, or deter union organizing. Any Recipient that makes expenditures to assist, promote, or deter union organizing shall maintain records sufficient to show that state funds have not been used for those expenditures. (Government Code Section 16645.2)



AWARD # - -

**EXHIBIT A**  
**PAYMENT REQUEST FORM**

STATE OF CALIFORNIA  
FINANCIAL STATUS REPORT OR PAYMENT REQUEST

Grant  
CEC 211-(a) (Rev. 1/01)

CALIFORNIA ENERGY COMMISSION

Payment Request No.:

*Instructions are on the reverse*

Recipient (Name and Address)		Type of Request ____ Reimbursement ____ Status Report Only ____ Release Retention		Amount of this Request  \$ _____	
		Period Covered by this Request  to		Funding History Funds Requested to Date: \$ _____ Funds Received to Date: \$ _____ Expenses to Date: \$ _____ Funds on Hand: \$ _____ Interest Earned to Date: \$ _____	
Grant No.	Recipient ID No.	Approved Project Term  to			

ENERGY COMMISSION SHARE Line Item	Budget	Expenses this Period	Expenses to Date	Obligations Not Yet Paid	Remaining Balance
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Construction					
Other					
Indirect					
<b>TOTAL</b>					

MATCH SHARE Line Item	Budget	Expenses this Period	Expenses to Date	Obligations Not Yet Paid	Remaining Balance
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Construction					
Other					
Indirect					
<b>TOTAL</b>					

<b>GRAND TOTAL</b>					
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<b>RECIPIENT CERTIFICATION</b>		<b>ENERGY COMMISSION USE ONLY (-NS-)</b>	
I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the funding Agreement. No grant funds will be used to assist, promote, or deter union organizing.		Amount Authorized	
Signature of Authorized Certifying Officer	Date	Retention Yes _____ No _____	
Type or Print Name and Title	Phone	Fiscal Year	
<b>ENERGY COMMISSION APPROVALS</b>		Appropriation Code	
Commission Project Manager	Date	<b>ACCOUNTING OFFICE USE ONLY</b>	
Commission Program Manager	Date	Retention	
Grants Office	Date	Amount Scheduled	

## INSTRUCTIONS

**Payment Request No.:** Begin with the number 1 on your first payment request and consecutively number each subsequent payment request. The last payment request should include the notation, "Final."

**Recipient (Name and Complete Address):** Same as "Recipient" on the Grant Agreement. Address should include the city, state, and zip code.

**Type of Request:** Indicate if this is a "Reimbursement" or "Status Report Only." Be sure to provide backup documentation. If no funds are being requested, check "Status Report Only."

**Amount of this Request:** This line shows the amount currently being requested. Indicate the amount being requested.

**Period Covered by this Report:** The time period covered by this request. The first day of the period should be the day after the last day covered by your previous report. Example: 1/14/94 to 3/31/94.

**Grant No.:** Same as "Grant Number" on the Grant Agreement. This is the eight digit code assigned by the Energy Commission (example 961-93-000).

**Recipient ID No.:** This space is for an account number or other identifier that may be assigned by the Recipient (optional).

**Approved Project Term:** This is the entire project period beginning with the date the project starts through the end date. This date should match the "Term" on the Grant Agreement unless you have received a term extension.

**Total Funds Requested to Date:** Show the total of all funds requested from the Energy Commission prior to this request.

**Funds Received to Date:** Show the total amount of funds received from the Energy Commission prior to this request. "Funds Requested to Date" minus any retention withheld equals "Funds Received to date".

**Total Expenses to Date:** Show the total expenses from the beginning of the project through and including the period covered by this report. This amount should be the same as the "Grand Total" expenses to date.

**Funds on Hand:** This should be filled in only if you have received any advance funds from the Commission. If you have, show the balance of funds received. ("Funds Received to Date" minus "Expenses to Date" equals "Funds on Hand.")

**Interest Earned to Date:** Show all interest earned on previously advanced funds.

**Line Items:** The following budget categories apply to all expenditures invoiced.

- **Budget:** Show by line item the budget as shown in the Grant Agreement.
- **Expenses this Period:** Show by line item the actual payments made by the Recipient during the period covered by this report.
- **Expenses to Date:** Show by line item the cumulative total of all expenses from the beginning of the project through and including the period covered by this report.
- **Obligations Not Yet Paid:** Show by line item all funds obligated on purchase orders, contracts, etc. for which you have received an invoice but have not yet paid.
- **Remaining Balance:** Show by line item the funds available for expenses or obligations. "Budget" minus "Expenses to Date" minus "Obligations Not Yet Paid" equals "Remaining Balance."

**Certification:** Name, title and signature of authorized certifying official (usually the grant Recipient's project manager).

**Submit original and one copy to:**

California Energy Commission  
Accounting Office  
1516 Ninth Street, MS # 2  
Sacramento, CA 95814